Supreme Court, U.S.
FILED
JUN 15 1988
JOSEPH F. SPANIOL, JR.
CLERK

No. 87-937

In the Supreme Court of the United States

OCTOBER TERM, 1987

ATTORNEY GENERAL OF NEW JERSEY,
PETITIONER

v.

FIRST FAMILY MORTGAGE CORPORATION OF FLORIDA,
RESPONDENT

On Writ of Certiorari to the Supreme Court of New Jersey

MOTION OF RESPONDENT TO DISMISS OR VACATE

STEPHEN M. SHAPIRO
Counsel of Record
ANDREW L. FREY
KENNETH S. GELLER
JOHN E. MUENCH
Mayer, Brown & Platt
2000 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 463-2000
Counsel for Respondent

WILSON - EPES PRINTING CO., INC. - 789-0096 - WASHINGTON, D.C. 20001

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FIRST FAMILY MORTGAGE CORPORATION OF FLORIDA,
RESPONDENT

On Writ of Certiorari to the Supreme Court of New Jersey

MOTION OF RESPONDENT TO DISMISS OR VACATE

Respondent First Family Mortgage Corporation of Florida ("First Family") respectfully suggests that this case is moot because the underlying dispute between the real parties in interest has been resolved.[1] First Family therefore requests this Court to vacate its order granting certiorari and to dismiss the petition as moot or to vacate the judgment of the Supreme Court of New Jersey and remand the cause for such proceedings as that court deems appropriate. In the alternative, First Family requests this Court to dismiss the writ as improvidently granted.

[1] Pursuant to Rule 28.1 of the Rules of this Court, respondent states that First Family Mortgage Corporation of Florida is a Florida corporation and a wholly-owned subsidiary of FN Projects Inc., which in turn is a wholly-owned subsidiary of First Nationwide Bank, which in turn is a wholly-owned subsidiary of First Nationwide Financial Corporation, which in turn is a wholly-owned subsidiary of Ford Motor Company. First Family has no subsidiaries and no other affiliates whose shares are traded on any exchange.

STATEMENT

1. First Family is a Florida Corporation whose principal place of business is in Illinois. First Family has no officers, employees or representatives in New Jersey and has originated no mortgage loans in New Jersey. Pet. App. 3a. On July 24, 1980, First Family acquired a package of mortgage loans from Mid States Mortgage & Service Company, an Illinois corporation, in the secondary mortgage market. Pet. App. 3a.[2] The mortgagor on one of the loans secured by New Jersey real estate was the defendant in the trial court, Linda A. Durham. First Family assigned all of the mortgages (including the Durham mortgage) to the Government National Mortgage Association ("GNMA") pursuant to the Mortgage-Backed Securities Program administered by GNMA, but retained "nominal title to the pooled mortgages solely to facilitate servicing of the mortgages." GNMA Handbook 5500.1, Revision 6, at 9-4 to 9-5.

2. On January 1, 1983, Ms. Durham defaulted on her monthly mortgage loan payments, and on July 13, 1983, First Family filed a foreclosure action against Ms. Durham in the Chancery Division of the Superior Court of New Jersey. The trial court raised the question whether the foreclosure complaint was subject to dismissal because First Family had not filed a Notice of Business Activities Report ("Activities Report") pursuant to the New Jersey Corporation Business Activities Reporting Act (the "Reporting Act"), N.J.S.A. 14a:13-14 to 13-23.[3]

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[2] Mid States, in turn, had acquired the loans in the secondary market from lenders that had originated the loans and that were not subject to the reporting requirements of the New Jersey Corporation Business Activities Reporting Act, N.J.S.A. 14A:13-14 to 13-23.

[3] A counterclaim filed by Ms. Durham is still pending in the trial court. It involves a claim of tortious interference by First Family with Ms. Durham's business interests. As petitioner has advised the Court, the counterclaim has "no relevance" to the constitutional question raised by the petition. Pet. 4 n.*.

The Reporting Act requires a foreign corporation to file an Activities Report if during any "accounting year" the corporation "receive[s] payments from persons residing in this State * * * aggregating in excess of $25,000 regardless of any other connection with this State." N.J.S.A. 14A:13-15e. The Reporting Act also contains a door-closing sanction for failure to file a required Activities Report: "The failure of a foreign corporation to file a timely report shall prevent the use of the courts in this State for all * * * causes of action that arose at any time prior to the end of the last accounting period for which the corporation failed to file a required report." N.J.S.A. 14A:13-20b. However, the door-closing sanction does not apply where the foreign corporation's "failure to file a timely report was done in ignorance of the requirement to file" and "such ignorance was reasonable in all [the] circumstances." N.J.S.A. 14A:13-20c(1).

First Family did not dispute that it had received fees in excess of $25,000 for servicing the GNMA loans secured by New Jersey real estate that First Family had acquired in the secondary mortgage market. Nor did First Family dispute that the foreclosure cause of action arose "prior to the end of the last accounting period" for which it had not filed an Activities Report.[4] First Family contended, however, that the Reporting

[4] There was no hearing in the trial court on the question whether First Family was justifiably unaware that it had an obligation to file the Activities Report and therefore was exempt from the door-closing sanction. The dismissal of First Family's complaint, however, was without prejudice; as petitioner has acknowledged throughout this litigation, First Family would have been free, had this case not become moot, to refile its complaint and proceed with its foreclosure action upon a showing of "justifiable ignorance of the reporting requirements," no matter how the constitutional questions raised by the petition might be resolved. Brief on Behalf of Intervenor Attorney General of New Jersey in Opposition to Motion for Leave to Appeal to the New Jersey Supreme Court at 6. If the Reporting Act were ever to be raised in any future proceeding involving First Family, it is prepared to make the required showing.

Act violates the Commerce Clause of the United States Constitution to the extent that it closes the New Jersey courts to a foreign corporation whose sole contact with New Jersey is the receipt of fees for servicing GNMA mortgages, secured by New Jersey real estate, that were acquired in the interstate secondary mortgage market. First Family also contended that the Reporting Act, as applied to an action seeking to enforce rights under a GNMA mortgage, violates the Supremacy Clause because it conflicts with (and frustrates the purposes of) the National Housing Act, 12 U.S.C. § 1716 *et seq.*, and the regulations promulgated thereunder.

3. The trial court, without discussion, rejected First Family's Supremacy Clause claim. Pet. App. 72a. However, after an exhaustive review of this Court's decisions on the subject of "door-closing" (Pet. App. 61a-71a), the trial court concluded that "[t]o bar a foreign corporation [such as First Family] from access to our courts where it is not engaged in intrastate commerce is an impermissible burden on interstate commerce" (Pet. App. 71a). Nevertheless, the trial court held that it was bound by a prior New Jersey case to dismiss the complaint for failure to comply with the Reporting Act. Pet. App. 71a. The Appellate Division affirmed, noting that First Family was free to renew its foreclosure action against Ms. Durham upon a showing that it was justifiably unaware of the reporting requirement. Pet. App. 51a. See also note 4, *supra*.

The Supreme Court of New Jersey, in a plurality decision, held that New Jersey could require First Family to file an Activities Report and could "withhold access to [its] courts *until* [First Family] complies." Pet. App. 2a (emphasis in original). However, the plurality concluded that the door-closing sanction violates the Commerce Clause insofar as it broadly prevents a foreign corporation "from using New Jersey courts to pursue any cause of action arising 'at any time prior to the end

of the last accounting period for which the corporation failed to file a required timely report.'" Pet. App. 14a.[5] Accordingly, the plurality held that, "to preserve [its] constitutionality," the door-closing provision "shall be interpreted to mean that a foreign corporation can pursue a cause of action in this state after filing an Activities Report * * * regardless of whether the Report was filed in the same accounting period in which the cause of action arose." Pet. App. 18a. The court also held that, given its narrowing construction of the door-closing sanction, application of the Reporting Act to a suit to foreclose on a GNMA mortgage did not conflict with the National Housing Act. Pet. App. 20a.[6]

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[5] The plurality reasoned:

> Applying a balancing test, we find that the state's interest in maintaining compliance with the Reporting Act is insufficient to justify the burden placed on interstate commerce by N.J.S.A. 14a:13-20b. Without the right to enforce contracts made in interstate commerce, the right to engage in such commerce is severely restricted. This stiff sanction applies without regard to whether the corporation is actually liable for any tax. Moreover, the penalty (the value of the lost cause of action) may be completely disproportionate to any tax that might be due. In addition, the statute gives a windfall to defendants that they can exploit for their own economic advantage.

Pet. App. 15a-16a.

[6] Chief Justice Wilentz, agreeing with the Attorney General, dissented in part on the ground that New Jersey may lawfully close its courts to a foreign corporation seeking to enforce a cause of action that arose during a period when the corporation had deliberately and knowingly failed to file an Activities Report; unlike the plurality, he would not have permitted revival of the right of court access if and when the corporation later brought itself into compliance with the Reporting Act. Pet. App. 21a-38a. Justice Handler dissented on the ground that requiring a foreign corporation engaged solely in interstate commerce to file an Activities Report before the corporation may use New Jersey courts to enforce rights obtained in interstate commerce violates the Commerce Clause as interpreted in this Court's "door-closing" cases. Pet. App. 39a-46a.

4. Defendant Linda Durham did not participate in the proceedings in the New Jersey Supreme Court and has not sought review of that court's decision. However, the Attorney General of New Jersey, who had intervened as a defendant, sought review of the portion of the decision below that invalidated the door-closing sanction to the extent that it permanently denies to a foreign corporation that has knowingly violated the Reporting Act access to the New Jersey courts on any cause of action that arose prior to the time that the corporation filed an Activities Report. First Family also sought review of the court's decision to the extent that it upheld New Jersey's right to deny access to its courts *until* a foreign corporation has filed an Activities Report. See Jurisdictional Statement in No. 87-717. This Court noted probable jurisdiction and granted certiorari in these related cases on March 21, 1988. 108 S.Ct. 1217.

5. After the filing of the petition in this case and the jurisdictional statement in No. 87-717, First Family's former parent company was acquired by First Nationwide Bank. The new owners, having no interest in pursuing a constitutional attack on the Reporting Act, have taken steps to put an end to the unwanted controversy they had inherited. First Family brought itself into full compliance with the Reporting Act by filing an Activities Report (App. A, *infra*), and on June 6, 1988, First Family filed a Rule 53 motion to dismiss its appeal in No. 87-717, which the Attorney General does not oppose (App. B, *infra*).

Thereafter, First Family took an additional step to terminate the controversy. First Family recorded a satisfaction of the Durham mortgage in the office of the Registrar of Deeds of Camden County, New Jersey (App. C, *infra*), thereby extinguishing the mortgage debt on which this foreclosure action was based.

Thus, at present, First Family has discontinued its constitutional challenge to the New Jersey law and has

complied with the law in all respects. And it has abandoned both its right of foreclosure and any claim against Ms. Durham for repayment of the underlying debt secured by the mortgage.

DISCUSSION

1. *This Case Is Moot.*

This case involves a controversy between First Family and Linda Durham about First Family's right to enforce Ms. Durham's mortgage debt. That controversy has now been resolved by the satisfaction of the debt. Any interest that the Attorney General of New Jersey had in defending the constitutionality of the Reporting Act when it came under attack during the foreclosure dispute ceased with the death of that dispute. Accordingly, this case is moot.

The issue decided by the court below and raised by the petition concerns New Jersey's power to prevent First Family from pursuing its mortgage foreclosure action against Ms. Durham once it has filed the required Activities Report. Plainly, that is no longer a live question. However this Court might decide that issue, its decision could not affect the rights of the parties to the case. See *Board of License Commissioners of Tiverton* v. *Pastore*, 469 U.S. 238, 239 (1985) (*per curiam*). Where, as here, the party on whose behalf the action is sought to be continued has obtained all the relief that she sought, "no live controversy remains." *Lane* v. *Williams*, 455 U.S. 624, 633 (1982).[7] See also *J. Aron & Co., Inc.* v.

[7] In this case, a ruling of this Court that the door-closing statute is constitutional as written would actually have provided Ms. Durham with less relief than the satisfaction of her mortgage debt. As noted above (note 4, *supra*), following such a ruling First Family would have been free to refile its foreclosure complaint and foreclose on Ms. Durham's mortgage upon a showing that First Family's prior failure to file an Activities Report was due to its reasonable lack of knowledge of any reporting obligation. Moreover, the Reporting Act does not purport to extinguish the cause of action it-

Mississippi Shipping Co., Inc., 361 U.S. 115 (1959) (*per curiam*); *Stewart* v. *Southern Railway Co.*, 315 U.S. 784 (1942) (*per curiam*); *Hammond Clock Co.* v. *Schiff*, 293 U.S. 529 (1934) (*per curiam*) (all dismissing as moot cases that have been settled by the parties).

The Attorney General of New Jersey, an intervenor below and petitioner in this case, has declined to join in the instant motion, apparently in the belief that even though the satisfaction of Ms. Durham's mortgage has terminated the controversy between the parties, the constitutional question presented by the petition for certiorari can be saved from mootness by the "capable of repetition, yet evading review" doctrine. That doctrine, however, has been applied only in those "exceptional situations" (*City of Los Angeles* v. *Lyons*, 461 U.S. 95, 109 (1983)) "where two elements combined: (1) the challenged action was in its duration too short to be fully litigated prior to its cessation or expiration, and (2) there was a reasonable expectation that the same complaining party would be subjected to the same action again." *Weinstein* v. *Bradford*, 423 U.S. 147, 149 (1975) (*per curiam*). See also *Murphy* v. *Hunt*, 455 U.S. 478, 482 (1982) (*per curiam*). Neither element is satisfied in this case.

First, this is a private mortgage foreclosure action, not a government enforcement proceeding or a class action, and there is *no possibility* (much less a "reasonable expectation") that Ms. Durham will again be subjected to a mortgage foreclosure action by First Family that could arguably be barred by the Reporting Act. The only mortgage executed by Ms. Durham and acquired by First Family was the mortgage that now has been satis-

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self, but simply prevents a foreign corporation from using the New Jersey courts to enforce that cause of action. By contrast, the satisfaction of Ms. Durham's mortgage has *extinguished* her mortgage debt and put an end to First Family's claim against her in any court.

fied and as to which no foreclosure action is possible.[8] Second, the "challenged action" in this case is *the use by a foreign corporation of the New Jersey courts* to enforce a claim that arose during a period when the corporation was not in compliance with the Reporting Act; by definition that action cannot "evade review." If the foreign corporation stays in court to prosecute its claim to a final judgment, the party against whom the claim is asserted will have a full opportunity to litigate the corporation's right to pursue the action under the Reporting Act, including any constitutional issues relating thereto.

Moreover, the Attorney General's status as an intervenor-petitioner cannot in any way revive this lifeless mortgage foreclosure controversy. As an intervenor-defendant, the Attorney General stands in the shoes of Ms. Durham; he has no independent dispute with (or basis for a claim for relief against) First Family.[9] As this Court stated in *Diamond* v. *Charles*, 106 S.Ct. 1697, 1706 (1986), "an intervenor's right to continue a suit in the absence of the party on whose side intervention was permitted is contingent upon a showing by the intervenor that he fulfills the requirements of Art. III." When Ms. Durham obtained all of the relief to which she would have been entitled by a favorable resolution of the constitutional question (and then some), there was no longer a live controversy relating to the constitutional issue that the Attorney General wishes to press

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[8] Under the "capable of repetition, yet evading review" doctrine, "[t]he possibility that other persons may litigate a similar claim does not save this case from mootness." *Lane* v. *Williams*, *supra*, 455 U.S. at 634.

[9] Thus, this case is quite different from cases where the intervenor has an independent basis for relief against one of the parties to an action that has become moot as between the original parties. See, *e.g.*, *Pasadena City Board of Education* v. *Spangler*, 427 U.S. 424, 431 (1976).

on this Court for decision, and therefore he no longer retains any " 'legally cognizable interest in the outcome.' " *United States Parole Comm'n* v. *Geraghty*, 445 U.S. 388, 396 (1980) (citation omitted).

Stated otherwise, there can be no live case or controversy in this private mortgage foreclosure proceeding when the mortgagor's debt has been forgiven and the mortgagee has abandoned its right to sue and discontinued its constitutional challenge to the door-closing statute. While petitioner's efforts to obtain an advisory opinion vindicating the State's general interest in sustaining the constitutionality of its laws is understandable, this Court lacks Article III jurisdiction to render such an opinion. See *North Carolina* v. *Rice*, 404 U.S. 244, 246 (1971) (*per curiam*).

Because this case presents only " 'questions that cannot affect the rights of litigants in the case before' " the Court, *DeFunis* v. *Odegaard*, 416 U.S. 312, 316 (1974) (citation omitted), it is moot. The Court now has before it only abstract questions that do not arise in an adversary context between parties with opposed interests. It is therefore respectfully submitted that this Court should vacate its order granting certiorari and dismiss the petition as moot. See *Shoecraft* v. *Catholic Social Services Bureau*, 107 S.Ct. 49 (1986); *Rook* v. *Rice*, 107 S.Ct. 251 (1986); *Michigan* v. *Shabaz*, 106 S.Ct. 3326 (1986); *District Attorney* v. *Sacramento County Civil Service Comm'n*, 449 U.S. 811 (1980); *Logan v. Strickland*, 440 U.S. 902 (1979).[10]

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[10] Alternatively, the judgment of the New Jersey Supreme Court should be vacated and the cause remanded for such proceedings as that court may deem appropriate. *DeFunis* v. *Odegaard*, *supra*, 416 U.S. at 320; *Riley* v. *International Brotherhood of Teamsters*, 336 U.S. 930 (1949) (*per curiam*); *Garvin* v. *Cochran*, 371 U.S. 27 (1962) (*per curiam*).

2. *In The Alternative, The Petition Should Be Dismissed As Improvidently Granted.*

First Family also respectfully submits that there are significant prudential reasons (not apparent at the time certiorari was granted) that make this an appropriate case in which to dismiss the writ as improvidently granted. First, this Court has long recognized that one of the principal purposes of the Article III "case or controversy" requirement is to insure that important constitutional questions are decided in an adversary context. See, *e.g.*, *Powell v. McCormack*, 395 U.S. 486, 496 (1969). When certiorari was granted in this case, there was a concrete dispute between petitioner (representing Ms. Durham's interests) and respondent over the extent to which New Jersey could close the doors of its courts to First Family's efforts to enforce the Durham mortgage. In case No. 87-717, First Family challenged New Jersey's power to impose any conditions on the right of a foreign corporation engaged solely in interstate commerce to use New Jersey courts to enforce rights acquired in interstate commerce. By contrast, petitioner in this case not only defended New Jersey's power to impose such preconditions but contended that the Commerce Clause imposed virtually no limitations on a state's authority to punish foreign corporations that have failed to comply in a timely manner with its regulatory requirements. At the same time, it appeared (from the papers submitted to the Court) that the resolution of this constitutional dispute would almost certainly affect the rights of the parties to the underlying mortgage foreclosure action. However, the case no longer possesses that adversarial character.

First Family has brought itself into compliance with the Reporting Act and has moved for dismissal of its appeal challenging the validity of that Act. Moreover, First Family believes that (as a matter of state law) it would not be subject to the punitive door-closing sanc-

tion even if the Attorney General were to prevail in the position he presses in this Court (see note 4, *supra*). First Family therefore has no incentive to engage in constitutional litigation the cost of which would greatly exceed the value of the mortgage in dispute. Accordingly, First Family has terminated its dispute with Ms. Durham by extinguishing her mortgage debt.

Thus, the adversarial posture of this case has changed dramatically since certiorari was granted, and the case now plainly lacks the concrete adverseness of interests traditionally demanded by this Court for the adjudication of important constitutional questions. Any resolution of those questions should await a case in which the foreign corporation (unlike First Family) is unwilling (or unable) to comply with the Reporting Act as written.

Second, this case is an inappropriate vehicle for resolving the Commerce Clause questions on which this Court granted certiorari. The mortgage that First Family sought to foreclose in this case was owned by GNMA, having been assigned to that federal government corporation by First Family pursuant to the Mortgage-Backed Securities Program. See GNMA Handbook 5500.1, Revision 6, at 9-4 to 9-5 ("The issuer must execute an assignment for each loan in a pool * * *. The assignment must transfer, assign, set over, and otherwise convey to GNMA all of the issuer's right, title, and interest in and to the pooled mortgages. * * * The issuer retains nominal title to the pooled mortgages solely to facilitate servicing of the mortgages").[11]

The purpose of the Mortgage-Backed Securities Program is to facilitate secondary market activities beneficial

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[11] The assignment from First Family to GNMA is contained in Appendix To Brief for Plaintiff-Appellant First Family Mortgage Corporation of Florida in the Superior Court of New Jersey, Appellate Division, at Aa61.

to mortgage liquidity. Under the program, a private lender such as First Family acquires mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, assembles those mortgages into a mortgage pool, and assigns the pool of mortgages to GNMA. The lender then markets to investors securities backed by the pool of mortgages and by a GNMA guaranty. The lender is responsible for servicing the pooled mortgages and for passing through the principal and interest payments due on those mortgages to the holders of the securities. *Id.* at 1-1 to 1-4. For performing those services, the lender is entitled to a fee, which the lender deducts from the payments received from the mortgagors before those payments are passed through to securities holders. *Id.* at 5-2. The assigned mortgages constitute additional security for GNMA's guaranty of the payments that the lender is obligated to make to securities holders. *Id.*, App. 19, at 9. Obviously, the lender's inability to enforce mortgages in the GNMA pool (by virtue of the New Jersey door-closing sanction or otherwise) reduces the pool of mortgages that back up GNMA's guaranty and erodes the financial viability of the lender (who is primarily responsible for making payments derived from the pool of mortgages to securities holders), thereby increasing the risk that GNMA will have to pay on its guaranty.

The question that this Court granted certiorari to decide is whether New Jersey may permanently close its courts to a foreign corporation seeking to enforce a claim that arose at a time when the corporation was not in compliance with the Reporting Act. The asserted justification for the door-closing sanction is that it is an indispensable inducement to foreign corporations that do no business in New Jersey to provide New Jersey with information useful to the enforcement of New Jersey's tax laws. In this case, however, the burden of the door-closing sanction falls not only on First Family, but also on a federal corporation not subject to taxation by New

Jersey. It is questionable whether New Jersey may lawfully close the doors of its courts to suits on *federally-owned* mortgages, the enforceability of which is vital to a *federal* regulatory program. At a minimum, the federal interests implicated by preventing enforcement of a GNMA mortgage make this case an atypical vehicle for resolution of Commerce Clause issues raised by state door-closing laws that purport to affect only the rights of corporations from which tax information is sought.

CONCLUSION

For the reasons stated, the order granting certiorari in this case should be vacated and the petition dismissed as moot, or the judgment of the Supreme Court of New Jersey should be vacated and the cause remanded for such proceedings as that court deems appropriate. Alternatively, the petition should be dismissed as improvidently granted.

Respectfully submitted.

STEPHEN M. SHAPIRO
Counsel of Record
ANDREW L. FREY
KENNETH S. GELLER
JOHN E. MUENCH
Mayer, Brown & Platt
2000 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 463-2000
Counsel for Respondent

June 10, 1988

STATE OF NEW JERSEY
DIVISION OF TAXATION

NOTICE OF BUSINESS ACTIVITIES REPORT
by a FOREIGN CORPORATION

(P.L. 1973, c. 171)

FOR CALENDAR YEAR 19 88

or other taxable year beginning _____, 19 _____, and ending _____, 19 _____

DUE DATE: File on or before the fifteenth day of the fourth month after the close of the Calendar or Fiscal year.

The following-named corporation, organized under the laws of the State of _____ does hereby make the following Report in compliance with the provisions of Section 2, Chapter 171, Laws of 1973 of the New Jersey Statutes, as the same may be amended.

PRINT OR TYPE

NAME	FEDERAL IDENTIFICATION NO
First Family Mortgage Corp. of Florida	36-304-8/451
ADDRESS (NUMBER AND STREET OR RURAL ROUTE)	STATE OF INCORPORATION
2900 Ogden	Florida
CITY, TOWN OR POST OFFICE AND STATE / ZIP CODE	DATE OF INCORPORATION
Lisle, IL 60532	June 29, 1977 Name: 12/79

PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM

1. Principal Type of Business Mortgage Servicing

2. Location of Principal Office Lile, IL

3. OFFICES AND OTHER PLACES OF BUSINESS IN NEW JERSEY

Location	Nature of Activity
None	-

4. OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES IN NEW JERSEY (attach fully descriptive duty statement for each officer and each class of employee, agent or representative)

Title	Number of Persons
None	-

DID THE CORPORATION DURING THE PERIOD COVERED BY THIS REPORT:

5. Own or lease real property in New Jersey? ..... Yes _____ No No

6. Own or lease tangible or intangible personal property in New Jersey? ..... Yes _____ No No
If "Yes", explain _____

7. Employ any other assets in New Jersey? ..... Yes _____ No No
If "Yes", explain _____

8. Own merchandise located in New Jersey for sale? ..... Yes _____ No No

9. Own assets located in New Jersey which are leased to others? ..... Yes _____ No No
If "Yes", explain _____

10. Perform any construction, erection, installation or repair work or other services in New Jersey? ..... Yes _____ No No
If "Yes", explain _____

11. Derive income from any source or sources within New Jersey (i.e.) persons residing in New Jersey, businesses located in New Jersey including that conducted by subsidiaries or affiliated entities ..... See Attached ..... Yes _____ No _____
If "Yes", explain _____

CERTIFICATION OF AN AUTHORIZED OFFICER OF THE CORPORATION

I hereby certify that this report, including any accompanying rider, is to the best of my knowledge and belief, a true, correct and complete report.

SIGNATURE OF OFFICER	OFFICIAL TITLE	DATE
Larry Padilla	President	4/6/88

APPENDIX A

THIS REPORT SHALL BE FILED WITH:

State of New Jersey
Division of Taxation
Audit Activity
CN 264
50 Barrack Street
Trenton, New Jersey 08646

GENERAL INSTRUCTIONS

1. Chapter 171 Laws of 1973 provides that every foreign corporation except corporations exempt pursuant to paragraph 2 of these instructions, must file a Notice of Business Activities Report on Form CBA-1 if:

   (a) Such corporation has not obtained a certificate of authority to do business in New Jersey and is not "doing business" in this State in the traditional franchise tax sense, but, nevertheless, is deriving income from sources within this State; or

   (b) Such corporation disclaims liability for the Corporation Business Tax or the Corporation Income Tax and any obligation to obtain a certificate of authority to do business in this State.

2. A foreign corporation is exempt from the requirement of filing a Notice of Business Activities Report if:

   (a) By the end of its accounting period for the preceding calendar or fiscal year it had received a certificate of authority to do business in New Jersey issued by the Secretary of State or any other agency of this State; or

   (b) Files a timely return under the Corporation Business Tax Act or the Corporation Income Tax Act for such calendar or fiscal year.

Activities or property maintenance in New Jersey which require foreign corporations to file a Notice of Business Activities Report are:

(a) The maintenance in this State of an office or other place of business (such as warehouses and terminals); or

(b) The maintenance of personnel in this State including the presence of employees, agents, representatives or independent contractors in connection with the corporation's business, even though not regularly stationed in this State; or

(c) Ownership or maintenance of real and tangible personal property directly used by the corporation in this State; or

(d) Ownership or maintenance of tangible and intangible property in this State employed by others, such as leased equipment, licensed patents, trademarks, trade names and franchised businesses; or

(e) The derivation of income from any source or sources within this State; or

(f) Any other activity or property in, or interrelationships with, this State.

Loan # 532891
Pool # 40781

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that FIRST FAMILY MORTGAGE CORPORATION OF FLORIDA, A Corporation organized and existing under and by virtue of the laws of the State of Florida, having a place of business in Downers Grove, Illinois, party of the first part, in consideration of the sum of TEN DOLLARS and other good and valuable considerations, the receipt whereof is hereby acknowledged, hereby sells, assigns and transfers unto

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

PARTY OF THE SECOND PART, A CERTAIN INDENTURE OF MORTGAGE dated the 17th day of April, 19 80, signed by

LINDA A. DURHAM

conveying to FIRST FAMILY MORTGAGE CORPORATION OF FLORIDA as mortgagee the following described premises, to-wit:

All that certain land and premises situate in the Borough of Laurel Springs, County of Camden and State of New Jersey, bounded and described as follows:
BEGINNING at a point in the Southeasterly line of Walnut Avenue 150 feet Southwestwardly from the Southerly corner of Walnut and Locust Avenues; thence (1) Southwestwardly along the Southeasterly line ofWalnut Avenue 40 feet in front or breadth; thence (2) Southeastwardly between parallel lines that width or frontage and at right angles to Walnut Avenue 150 feet in length or depth.
BEING commonly known as 515 Walnut Avenue.

and further sells, assigns and transfers unto said party of the second part the debt secured by said mortgage and all of said mortgagee's right, title and interest in and to the premises hereinabove described. Said mortgage is Recorded in the Office of the Recorder of Deeds for the County of Camden, State of New Jersey, as Document Number _____.

IN WITNESS WHEREOF, said party of the first part has caused this instrument to be signed by its Vice President and attested by its Assistant Secretary and its corporate seal to be hereto affixed this 20th day of August, 1980.

FIRST FAMILY MORTGAGE CORPORATION OF FLORIDA

By: _____
Vice President

ATTEST:

By: _____
Assistant Secretary

STATE OF ILLINOIS)
)SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edward Ruehl as Vice President, and Barbara A. Arms as Assistant Secretary of FIRST FAMILY MORTGAGE CORPORATION OF FLORIDA, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed, and delivered this instrument as their free and voluntary act and as the free and voluntary act of the said FIRST FAMILY MORTGAGE CORPORATION OF FLORIDA, for the uses and purposes herein set forth and caused this day its corporate seal to be thereto attache

GIVEN under my hand and Notarial Seal this 20th day of August, 19 80.

PLEASE RETURN TO:

First Family Mortgage Corp. of Florida
1035 Havens Court Caller # 1492
Downers Grove, Illinois 60515

THIS INSTRUMENT PREPARED BY:

33a

FIRST FAMILY MORTGAGE CORPORATION OF FLORIDA

Addenda to Question 11 - State of New Jersey Notice of Business Activities Report

The corporation acts solely in the capacity of an "issuer of GNMA II securities" as that term is described in the U.S. Department of Housing and Urban Development Handbook 5500.2 except that the Corporation does not originate loans on properties located in the State of New Jersey. It does, however, service loans secured by mortgages on properties some of which are located in the State of New Jersey.

APPENDIX B

In the Supreme Court of the United States

OCTOBER TERM, 1987

No. 87-717

FIRST FAMILY MORTGAGE CORPORATION OF FLORIDA, APPELLANT

v.

LINDA A. DURHAM and MR. LINDA A. DURHAM, APPELLEES

and

ATTORNEY GENERAL OF NEW JERSEY, APPELLEE

On Appeal from the
Supreme Court of New Jersey

MOTION TO DISMISS PURSUANT TO RULE 53

Now comes appellant in the above-captioned matter and moves, pursuant to Rule 53, that its appeal be dismissed. All fees due the Clerk have been paid, and there are no additional costs due.*

* Pursuant to Rule 28.1 of the Rules of this Court, appellant states that First Family Mortgage Corporation of Florida is a Florida c- poration and a wholly-owned subsidiary of FN Projects Inc., which in turn is a wholly-owned subsidiary of First Nationwide Bank, which in turn is a wholly-owned subsidiary of First Nationwide Financial Corporation, which in turn is a wholly-owned subsidiary of Ford Motor Company. First Family has no subsidiaries and no other affiliates whose shares are traded on any exchange.

/s/ Stephen M. Shapiro/ALF
STEPHEN M. SHAPIRO
Counsel of Record

ANDREW L. FREY
MAYER, BROWN & PLATT
2000 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
(202) 463-2000
Counsel for Appellant

June 6, 1988

BOOK 2513 PAGE 151

VA Form 26-6338 (Home Loan)
August 1974 (Use Optional)
Section 1810 Title 38, U.S.C.
Acceptable to Federal National
Mortgage Association

MORTGAGE

THIS INDENTURE, made the 17th day of April in the year One Thousand Nine Hundred and Eighty
Between LINDA A. DURHAM

, of the Borough of Laurel Springs in the county of Camden and State of New Jersey , hereinafter with her heirs, executors, administrators, successors, and assigns called the Mortgagor, and PROVIDENT MORTGAGE CORPORATION , a corporation organized and existing under the laws of The State of New Jersey , hereinafter with its successors and assigns called the Mortgagee.

WHEREAS, the said LINDA A. DURHAM, married is justly indebted to the Mortgagee in the sum of Forty One Thousand and 00/100---------- Dollars ($ 41,000.00) with interest thereon, as evidenced by a certain bond of even date, conditioned for the payment of the said sum to the Mortgagee, its certain attorney, successors or assigns, at its principal office in 211 Kings Highway, East, Haddonfield, NJ , or at such other place as the Mortgagee may designate in writing delivered or mailed to the Mortgagor, the said principal and interest to be payable in monthly installments of ---Four Hundred Eighty Five and 85/100---------- ---------- Dollars ($ 485.85), commencing on the first day of June , 1980 , and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the first day of May , 2010 .

NOW THIS INDENTURE WITNESSETH, that the Mortgagor, for better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon according to the true intent and meaning thereof, and also for and in consideration of the sum of One Dollar ($1) to her in hand paid by the Mortgagee, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed, assigned and confirmed, and by these presents does grant, bargain, sell, alien, release, convey, assign and confirm unto the said Mortgagee or its certain attorney, successors or assigns, forever,

ALL that tract or parcel of land, situate, lying and being in the Borough of Laurel Springs , in the county of Camden , in the State of New Jersey:

BEING commonly known as 515 Walnut Avenue.
BEING more particularly described according to a legal description attached hereto and made a part hereof.

THIS IS A PURCHASE MONEY MORTGAGE.

BEING the same premises which, William J. Chaika, Jr. and Lorraine J. Chaika, his wife, by Indenture bearing even date, herewith and intended to be forthwith recorded in the Office of the Register of Deeds of Camden County, New Jersey, granted and conveyed unto, Linda A. Durham, IN FEE.

THE WITHIN MORTGAGE HAVING BEEN FULLY SATISFIED, THE Register of Deeds for Camden County is hereby authorized to cancel the same of record.

ATTEST:

FIRST FAMILY MORTGAGE CORPORATION OF FLO

by Paul E. Prazak
Paul E. Prazak, Vice President

Cathryn M. Keating
Ass't Secretary
Cathryn M. Keating

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof, AND ALSO all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the Mortgagor, of, in and to the same, and every part and parcel thereof, with the appurtenances, and all fixtures now or hereafter attached to or used in connection with the premises herein described, and in addition thereto, but not in limitation of the foregoing, any household appliances next hereinafter described, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

Should the Veterans Administration fail or refuse to issue the guarantee of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944 as amended within thirty days of the date hereof, the mortgagee herein may at its option, declare all sums secured by this mortgage immediately due and payable.

RANGE, DISHWASHER, WALL-TO-WALL CARPETING, COMBS STORM DOOR/SASH

TO HAVE AND TO HOLD the above-granted and described premises with the appurtenances unto the said Mortgagee, to its own proper use, benefit and behoof forever; AND THE SAID Mortgagor does covenant with the said Mortgagee, that he is seized of an indefeasible estate in fee simple (or such other estate, if any, as is stated herein) in said premises, and will warrant and forever defend the title to the estate herein conveyed, unto the said Mortgagee, against all lawful claims whatsoever:

PROVIDED ALWAYS, and these presents are upon this express condition, that if the Mortgagor shall well and truly pay unto the said Mortgagee, the said sum of money mentioned in the condition of the said bond or obligation, the interest thereon, and all other payments to be made by the Mortgagor hereunder without any deduction or credit for any amount payable for taxes according to the terms of said bond or obligation, then these presents and the estate hereby granted shall cease, determine and be void.

Mortgagor covenants and agrees to pay unto the Mortgagee the sum of money and interest as mentioned above and expressed in the conditions of said bond.

Mortgagor, in order more fully to protect the security of this mortgage, hereby covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the bond secured hereby, he will pay to the Mortgagee, as trustee (under the terms of this trust as hereinafter stated), on the first day of each month until said bond is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the bond secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
(II) interest on the balance of the principal due and owing on the bond secured hereby; and
(III) amortization of the principal of said bond.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee as trustee, for ground rent, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited on subequent payments to be made by the Mortgagor for such items or, at Mortgagee's option, as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee as trustee, any amount necessary to make up the deficiency. Such payment will be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the bond secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as trustee, shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee as trustee, shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said bond.

3. He will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions levied upon said premises for which provision has not been made hereinbefore, and will deliver proper receipts therefor to the Mortgagee; and in default thereof, the Mortgagee may pay the same.

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LEGAL DESCRIPTION

All that certain land and premises situate in the Borough of Laurel Springs, County of Camden and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Southeasterly line of Walnut Avenue 150 feet Southwestwardly from the Southerly corner of Walnut and Locust Avenues; thence

(1) Southwestwardly along the Southeasterly line of Walnut Avenue 40 feet in front or breadth; thence

(2) Southeastwardly between parallel lines of that width or frontage and at right angles to Walnut Avenue 150 feet in length or depth.

BEING commonly known as 515 Walnut Avenue.

ALSO known as Lot 7, Block 53, Tax Map/

4. He will not claim or demand or be entitled to receive any credit or credits on the principal indebtedness to secure payment of which this mortgage is made, or on the interest payable thereon, for so much of the taxes assessed against said lands as is equal to the tax rate applied to the principal indebtedness, or any part thereof, secured by this mortgage. No deduction shall be claimed from the taxable value of said lands and premises by reason of this mortgage. During the continuance of this mortgage the Mortgagor shall keep all the improvements situated on said lands in good and substantial repair and failing so to do, Mortgagee may, at its option, enter upon said premises from time to time and cause the same to be repaired without thereby becoming liable to Mortgagor or any person in possession under him.

5. The Mortgagee may, at its option, advance and pay any reasonable sum of money that may reasonably be necessary to perfect title to the mortgaged premises in the Mortgagor, so as to make this a FIRST lien upon the premises above described, or to preserve the security intended to be given by this mortgage.

6. Any sum or sums advanced pursuant to paragraphs 3, 4, and 5 hereof shall be secured by this mortgage equally and ratably with the afore-mentioned bond, shall be payable thirty (30) days after demand, and shall bear interest at the rate provided for in the principal indebtedness from the date of payment.

7. Upon the request of the Mortgagee, the Mortgagor shall execute and deliver a supplemental bond or bonds for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said bond or bonds shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the bond first described above. Said supplemental bond or bonds shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the bond first described above.

8. No sale of the premises hereby mortgaged, no forebearances on the part of the Mortgagee, and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein nor shall the lien of this instrument be altered thereby. In the event of the sale or transfer by operation of law or otherwise, of all or any part of said mortgaged premises, the said Mortgagee is hereby authorized and empowered to deal with such vendee or transferee with reference to said premises or the debt secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

9. He will continuously maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee, and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the Purchaser or Grantee.

10. In the event the said premises or any part thereof shall be taken or condemned for public or quasi public purposes by the proper authorities, the Mortgagor shall have no claim against the award for damages superior to that of the Mortgagee, or be entitled to any portion of the award until the indebtedness secured hereby shall be paid. All rights of the Mortgagor to such damages, or such awards are hereby assigned to the Mortgagee to the extent of any indebtedness that then remains unpaid, the Mortgagor, however, having the right to appeal said award to the courts of competent jurisdiction.

11. On and after any default in the payment of any sum secured hereby, or in the performance of any covenant herein contained, the Mortgagor or any one claiming by, through, or under him, shall, upon demand of the Mortgagee, become a month-to-month tenant of the Mortgagee and shall pay as monthly rental for the portion of the mortgaged premises occupied by the Mortgagor, the respective sums agreed to be paid as monthly payments in this mortgage in advance on the dates and in the manner provided for such payment in said bond and mortgage, and in default of so doing, the Mortgagor and anyone claiming by, through, or under him, may be dispossessed by proceeding under the Landlord and Tenant Act, or any other appropriate summary proceedings, and this covenant shall be effective either with or without any action being brought to foreclose this mortgage and without applying for a receiver to collect rents.

12. Failure at any one or more times of the Mortgagee to assert its right to the security created by the assignment of said rents, shall at no time be deemed a waiver of said Mortgagee's right to said security and the right to collect said rents, nor shall it impair the security of the mortgage or have any effect on the amount due hereunder.

13. Upon default by the Mortgagor in the payment of interest or of any installment of principal, or of any part thereof, or of any monthly installment for ground rent, taxes, assessments, water rents, or other municipal or governmental rates, charges, impositions or liens, or any premium of fire or other insurance, or any other payments to be made by the Mortgagor hereunder; or in the event the Mortgagor shall fail to comply with the valid laws, rules, regulations and ordinances made or promulgated by lawful authority which are now or may hereafter become applicable to the mortgaged premises, within sixty (60) days after a notice in writing given by the said Mortgagee to the Mortgagor; or if any building, structure, or other improvement on the premises shall be removed or demolished by the Mortgagor, or his agents or servants without the written consent of the Mortgagee, then, in any of these cases, the aforesaid principal indebtedness or so much thereof as may remain unpaid with all arrearages of interest charges and all advancements, at the option of the Mortgagee, shall become and be due immediately thereafter.

The Mortgagor hereby assigns to the Mortgagee any and all rents, issues and profits on the premises covered hereby, but the said Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder. If any default should be made herein by the said Mortgagor in the payment, on any day when payable, of the principal sum of this mortgage and the bond secured hereby, or any part or installment thereof, or of the said interest or of any other payments required hereby to be made by the Mortgagor or any part thereof; or, if any default should be made herein by the Mortgagor in the performance of any covenant herein contained, then it shall and may be lawful of the said Mortgagee to enter upon and take possession of the said mortgaged premises and to let the same, either in its own name or in the name of the said Mortgagor, and to receive the rents, issues and profits of the said mortgaged premises and to apply the same, after the payment of all necessary charges and expenses, on account of the amount hereby secured: PROVIDED ALWAYS that after all defaults under this inden-

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ture shall have been remedied and amended and all necessary charges and expenses incurred by reason thereof shall have been paid, possession of said mortgaged premises shall be restored to the Mortgagor who shall, therefore, again hold the same subject to the within mortgage as if the said Mortgagee had made no entry, but nothing hereinbefore contained shall extend to or affect any subsequent default or impair any right consequent thereon. In the event of entry as aforesaid, the Mortgagee shall render an account to the Mortgagor for all moneys received under said entry and shall pay over to the Mortgagor all excess moneys over and above the moneys which said Mortgagee is entitled to have by the terms of the said bond and mortgage. The said Mortgagee while in possession of said mortgaged premises shall only be liable to account for the rents actually received.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

All of the covenants and conditions herein contained shall be for the benefit of, and bind the heirs, executors, administrators, successors and assigns of, the respective parties hereto. If more than one joins in the execution hereof as Mortgagor or any be of the feminine sex, the pronouns and relative words herein used shall be read as if written in plural or feminine respectively. The term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set her hand and seal, the day and year first above written.

Signed, sealed, and delivered in the presence of:

Ruthann Arnold — Linda A. Durham [L. S.]
LINDA A. DURHAM

[L. S.]

[L. S.]

[L. S.]

STATE OF NEW JERSEY
COUNTY OF CAMDEN
ss:

BE IT REMEMBERED, That on this 17th day of April, in the year One Thousand Nine Hundred and Eighty, before me the undersigned authority personally appeared LINDA A. DURHAM who I am satisfied is the Mortgagor in the within Indenture named; and did acknowledge that she signed, sealed, and delivered the same as her voluntary act and deed for the uses and purposes therein expressed.

PREPARED BY:
ROBERT G. HOLSTON
HOLSTON & HOLSTON
A PROFESSIONAL CORPORATION
62 NORTH BROAD STREET
WOODBURY, N. J. 08096
Prepared by

Ruthann Arnold
RUTHANN ARNOLD
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 17, 1982

The mortgagor certifies that a true copy of the mortgage has been received.

Linda A. Durham
LINDA A. DURHAM L.S.

271 8073
1/19/91

STATE OF NEW JERSEY

Mortgage

LINDA A. DURHAM

TO

PROVIDENT MORTGAGE CORPORATION

PREMISES: 515 Walnut Avenue
Borough of Laurel Springs
County of Camden
State of New Jersey
PM12802-06

SETTLEMENT: April 17, 1980

Register of Deeds Office, Camden, N.J.
Entered for Record on the 21st day of April, A.D. 19 80, at 9:35 o'clock A.M., and recorded in Book No. 2543 of Mortgages, at page 1518.
Register
Assistant

Charge & Return
Lower County Realty Abstract Co.

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